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SYLVESTER & POLEDNAK, LTD. JEFFREY R. SYLVESTER, ESQ. Nevada Bar No. 4396 1731 Village Center Circle Las Vegas, Nevada 89134 Phone: (702) 952-5200 Fax: (702) 952-5205 Email: jeff@sylvesterpolednak.com Attorney for Creditor Aggreko, LLC

E-FILED April 8, 2013

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

Case No. BK-S-13-50301-MKN In re RODEO CREEK GOLD, INC., Chapter 11 Debtor(s).

AGGREKO, LLC'S OBJECTION TO PROPOSED CURE AMOUNT FOR EXECUTORY CONTRACT IN CONNECTION WITH DEBTORS' PROPOSED SALE OF ASSETS

Aggreko, LLC ("Aggreko") by and through its attorney, Jeffrey R. Sylvester, Esq., of the law firm Sylvester & Polednak, Ltd., hereby submits its Objection to the Debtors' Notice of Possible Sale, Assumption and Assignment of Certain Unexpired Leases and Executory Contracts and Sale Hearing (Doc. 121) ("Objection Notice") and the Debtors' Supplemental Notice of Possible Sale, Assumption and Assignment of Certain Unexpired Leases and Executory Contracts and Sale Hearing (Doc. 154) ("Supplemental Objection Notice") as follows:

- 1. The Sale Motion seeks authority for the Debtors to sell all or substantially all of their assets at auction.
- On March 8, 2013, the Debtors filed and served their Objection Notice. Attached to 2. the Objection Notice was an Exhibit "A" which is a list of unexpired leases and executory contracts that might be assumed by a purchaser as part of the sale of the Debtors' assets. Aggreko is listed on the Exhibit "A" as having a contract subject to possible assumption.
- 3. The Objection Notice provided that any objections to the sale motion, including any objections to the proposed cure amounts, are due on April 8, 2013.

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4.	On March 15, 2013, Debtors' filed and served the Supplemental Objection Notice
(Doc. 154).	The Objection Notice and the Supplemental Objection Notice included Aggreko as
having a co	ontract subject to possible assumption and identified a proposed cure amount of
\$242,934.54	4.

- 5. The proposed cure amount relates to the amounts due, owing, and unpaid pre-petition. The Debtors and Aggreko have agreed that the proposed pre-petition cure amount is inaccurate. The correct pre-petition cure amount is \$274,327.04.
- 6. The proposed cure amount set forth in the Objection Notice and Supplemental Objection Notice relates solely to amounts due and owing pre-petition. Post-petition, Aggreko has not received payment, and therefore, the proposed cure amount must be increased by the amounts due and owing post-petition through the proposed Sale Date. Aggreko will supplement this Response prior to the Sale Hearing Date to the extent that any post-petition sums remain due and owing.
- 7. Accordingly, Aggreko submits that should the Purchaser of the Acquired Assets assume the Aggreko executory contract, 11 U.S.C. § 365 requires that all pre- and post-petition amounts be cured as a condition precedent to the assumption. In re Circle K. Corp., 190 B.R. 370 (9th Cir. BAP 1995).

DATED this day of April, 2013.

SYLVESTER & PQLEDNAK, LTD.

By:

JEFFREY K. SYLVESTER, ESQ. 1731 Village Center Circle Las Vegas, Nevada 89134 Attorney for Creditor Aggreko, LLC

Las Vegas, Nevada 89134 Phone (702) 952-5200

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the day of April, 2013, I served a copies of the above and foregoing, via ELECTRONIC SERVICE ECF System, where an email address is provided and by depositing the same in the United States Mail, first class, postage prepaid, addressed to those not electronically mailed.